

AGREEMENT

BETWEEN

Cumberland County, NJTHE ASSIGNMENT JUDGEJudge of the Court

FOR THE COUNTY OF CUMBERLAND

and

THE COUNTY OF CUMBERLAND, NEW JERSEY

and

CUMBERLAND COUNTY JUDICIARY EMPLOYEE UNIT AFFILIATED WITHTHE NEW JERSEY CIVIL SERVICE ASSOCIATIONCUMBERLAND COUNCIL #18X JANUARY 1, 1983 to DECEMBER 31, 1985LIDKAR
Institute of Management &

75

JUL 29 1985

RODGERS UNIVERSITY

JUL 29 1985
CUMBERLAND

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
I	PURPOSE	1
II	RECOGNITION	2
III	MANAGEMENT RIGHTS	4
IV	MAINTENANCE OF STANDARDS	6
V	EXISTING LAW	6
VI	FULLY BARGAINED PROVISIONS	7
VII	HEALTH AND SAFETY	7
VIII	BULLETIN BOARDS	8
IX	NON-DISCRIMINATION	8
X	NO-STRIKE PLEDGE	8
XI	UNION REPRESENTATIVES	10
XII	OVERTIME	11
XIII	WORK RULE	12
XIV	HOLIDAYS	12
XV	VACATIONS	13
XVI	SICK LEAVE	15
XVII	DISABILITY LEAVE: OCCUPATIONAL INJURY . . .	16
XVIII	LEAVE OF ABSENCE	17
	A. General Leave	17
	B. Personal Leave	17
	C. Funeral Leave	18
	D. Leave for attendance at New Jersey Civil Service Association Convention	18
	E. Military Service	19
XIX	HEALTH INSURANCE	21
XX	LIFE INSURANCE	21a
XXI	CREDITS FOR EMPLOYEES	22
XXII	RETIREMENT	23
XXIII	SENIORITY	23

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
XXIV	GRIEVANCE PROCEDURE	25
XXV	DUES CHECK OFF	28
XXVI	TERMINATION	28
	APPENDIX A	
	APPENDIX B	

PREAMBLE

This Agreement, entered into this 21st day of December, 1983, by and between Samuel G. DeSimone, ASSIGNMENT JUDGE FOR THE VICINAGE INCLUDING CUMBERLAND COUNTY, NEW JERSEY (Hereinafter called the "Employer") and the COUNTY OF CUMBERLAND, in the County of Cumberland, New Jersey (hereinafter called the "Funding Agent") and CUMBERLAND COUNTY JUDICIARY EMPLOYEE UNIT AFFILIATED WITH THE NEW JERSEY CIVIL SERVICE ASSOCIATION, CUMBERLAND COUNCIL #18, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Employer and the Union.

ARTICLE I

PURPOSE

This Agreement is entered into in accordance with the provisions of the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, and the directives of the Chief Justice of the Supreme Court of the State of New Jersey, and of the Administrative Director of the Courts and pursuant to the provisions of Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.), of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Employer (the Courts) and its personnel; to prescribe the rights and duties of the Employer (the Courts) and the personnel; and to provide for the resolution of legitimate grievances, all in order that the administration of justice shall, by and through the Courts of the State of New Jersey, be expedited and effectuated in the best interests of the peoples of the County of Cumberland and the State of New Jersey.

ARTICLE II

RECOGNITION

The Employer (the Courts) recognizes the Union as the designated representative for purpose of collective negotiations according to law for all full-time employees as per Schedule "A" attached.

It is the intention of the parties that this Agreement be entered into in accordance with the provisions of the Constitution of the State of New Jersey, and the directives of the Chief Justice of the Supreme Court of New Jersey and of the Administrative Director of the Courts, and that further, insofar as it is possible, that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, and as amended, the Statutes of the State of New Jersey, the Resolutions of the County of Cumberland and Rules and Regulations of the various departments of the County of Cumberland. Where any Resolution or Rule and Regulation, or part thereof, of the County or its various departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

Where any term or condition of this contract, or any Resolution or Rules and Regulation, or part thereof, of the County or its various departments is inconsistent with any present or future rule of the Supreme Court of New Jersey or directive of the Chief Justice of the Supreme Court of the State of New Jersey, or directive of the Administrative Director of the Courts, or directive of the Assignment Judge for the vicinage, including Cumberland County, such rule

of the Supreme Court, directive of the Chief Justice, Administrative Director of the Courts, or Assignment Judge shall prevail and shall supersede said inconsistent term and condition of this contract or of any Resolution or Rule and Regulation, or part thereof.

This contract in no way superintends the statutory or Constitutional duties and obligations of the offices of the County Clerk, Sheriff and Surrogate and is to be so interpreted.

ARTICLE III

MANAGEMENT RIGHTS

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, the Rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, and the directives of the Administrative Director of the Courts and the Assignment Judge of Vicinage, including, but without limit, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Courts and its facilities and to determine the standards of service to be offered by court related employees and to direct the activities of court related employees;

2. To determine the standards of selection of employment and to hire all court related employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law;

4. To relieve its employees from duty because of lack of work or for any other legitimate reason;

5. To maintain the efficiency of its operations;

6. To determine the amount of overtime to be worked;

7. To determine the methods, means and personnel by which its operations are to be conducted;

8. To determine the content of work assignments; and

9. To exercise complete control and discretion over the organization and administration of the Courts and over all terms and conditions of employment of court related personnel.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are not inconsistent with the Constitution and Laws of New Jersey and of the United States, the Rules of the Supreme Court of New Jersey, the directives of the Chief Justice of the Supreme Court of the State of New Jersey, and the directives of the Administrative Director of the Courts.

C. Nothing contained herein shall be construed to deny or restrict the Funding Agent of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other National, State, County or local laws or ordinances unless any such action to be taken by the Funding Agent shall be inconsistent with the Constitution of the State of New Jersey, the rules of the Supreme Court of the State of New Jersey, the directives of the Chief Justice of the Supreme Court of New Jersey, the directives of Administrative Director of the Courts, or the directives of the Assignment Judge for the vicinage which includes Cumberland County in which event the provisions of the Constitution, rules of the Supreme Court, directives of the Chief Justice, Administrative Director, or Assignment Judge shall prevail.

ARTICLE IV

MAINTENANCE OF STANDARDS

With respect to matters not covered by this Agreement, the County will not seek to diminish or impair during the term of this Agreement, any benefit or privilege provided by law, rule or regulation for employees without negotiations with the Union; provided, however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the County by the Management Rights clause of this Agreement.

Employees shall retain all civil rights under the New Jersey State and Federal Law.

ARTICLE V

EXISTING LAW

All rights, privileges, prerogatives, duties and obligations of parties contained in the N.J. State Constitution, Title II, Civil Service, of the Revised Statutes of N.J., in its present or amended form, shall be continued during the life of this Agreement.

In the event any portion of this Agreement shall be in conflict with or contravene said Constitution, the Revised Statutes of any other law of the State of New Jersey, or United States, that portion shall be null and void, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE VI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE VII

HEALTH AND SAFETY

The Funding Agent shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws. To that end, a Safety and Health Committee composed of representatives from Management and various Unions shall be created which shall meet bi-monthly for purpose of reviewing health and safety conditions and making recommendations for their improvement. Such committee shall be responsible for creation of subcommittees to deal with particular problems.

If the County is aware of abnormally dangerous safety or health hazards not known to employees the employees involved shall be told of such hazards, the symptoms of possible exposure, necessary medical tests or treatment and what suggested precautionary steps, if any, should be taken. No employees are expected to perform work which

exposes them to abnormally dangerous safety or health hazards.

The Funding Agent will provide any necessary material, clothing and equipment to do the job safety.

ARTICLE VIII

BULLETIN BOARDS

Bulletin Boards will be made available by the Employer at various locations in the Court House and other permanent work locations for the use of the Union for the purpose of posting Union announcements. Political or derogatory material shall not be posted.

ARTICLE IX

NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.

ARTICLE X

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (e.g., the concerted failure to report for duty, or willful absence of any employees from their positions, or stoppage of work or abstinence in whole or in part,

from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenant and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed ground for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Article XXIV.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County.

ARTICLE XI

UNION REPRESENTATIVES

A. Accredited representatives of the Union may enter the Court House facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Court House or related facilities or premises, it will request such permission from the appropriate Employer representatives, and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the Court, County government or normal duties of employees. There shall be no Union business transacted nor meeting held on Employer time. Upon written request, the Employer shall with the consent and in accordance with the Rules and Regulations of the Funding Agent, provide facilities for the Union to conduct meetings during off-duty hours.

B. Not more than three (3) shop stewards may be elected to represent the Union in grievances arising with the Employer. The Union shall furnish the Assignment Judge and Funding Agent with a list of stewards.

C. The County agrees to give time off the job and with pay for shop stewards performing their Union duties unless the absence of such employee would interfere with the proper conduct or administration of the courts or the related activities provided by the employees hereunder. Such time off shall not exceed two (2) hours per day. The Union agrees to take all steps necessary to insure that this time is within reasonable limits.

ARTICLE XII

OVERTIME

Employees may be required to work in excess of the hours designated as the normal work week for their class title. Any Employee who is authorized or required to work beyond forty (40) hours actual work for his class title shall be compensated by cash at one and one-half times the regular pay. Those employees who receive a paid lunch shall receive straight time for any length of time worked after the normal quitting time up to the length of time worked after the normal quitting time up to the length of the meal break. All thirty-five (35) hours a week employees will be paid cash at time-and-a-half for all hours actually worked over thirty-five (35). Instead of overtime employees may elect to take compensatory time off at the rate of time and one-half if specifically approved by the department head. The compensatory time must be taken within thirty (30) days of the accrual. Effective November 29, 1980, holidays not worked shall be treated as time worked for purposes of calculating overtime.

Part-time employees are those who work less than the standard full time hours per week for that position. Part-time employees are considered to be "hourly" employees and not entitled to overtime pay or compensatory time off. Compensation shall be at a straight time rate for all hours worked up to forty (40) hours and time-and-a-half for all extra hours in any workweek.

ARTICLE XIII

WORK RULES

The parties to this Agreement acknowledge that the Constitution of the State of New Jersey, certain statutes, and the rules of the Supreme Court of the State of New Jersey provided for the direct managerial involvement of the Chief Justice of the Supreme Court, the Administrative Director of the Courts and the Assignment Judge of the County in the administration of the courts and its functions and personnel. The Union recognizes such authority and agrees to respond and comply with the requests, promulgated standards, and rules and regulations adopted by the above parties as they carry out their lawful duties regarding the administration of the courts.

ARTICLE XIV

HOLIDAYS

New Year's Day	Labor Day
Martin Luther Kind Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas
Fourth of July	

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, as Chief Executive of the State of New Jersey, declares a holiday for the State employees, providing an adequate previous notice os such intent is received by the County as

to allow an orderly arrangement of County affairs of business; and further, that this holiday be recognized and observed by the Federal Reserve Banking System and Educational Institutions, or when the Board of Chosen Freeholders of the County of Cumberland declares a holiday for all County employees.

Holidays which fall within an employee's vacation period shall be celebrated as soon as possible following the vacation. Holidays which fall on a Saturday shall be celebrated on the preceding Friday; and holidays which fall on a Sunday shall be celebrated on the following Monday. Employees who work the holiday shall be paid for their regular pay and shall receive a day off within thirty (30) days of the holiday worked. If the Employer prevents the employee from taking a day off within thirty (30) days of the holiday worked, the employee shall receive normal holiday pay instead. In order to receive holiday pay, the employee must have worked the scheduled work day before and after the holiday unless excused by illness supported by a doctor's excuse or other justifiable cause.

ARTICLE XV

VACATIONS

As of the effective date of this Agreement, full-time employees shall be entitled to vacation with pay as follows:

For employees with less than one (1) year of service:

One (1) working day for each month of service.

After completion of 1 year and up to 5 years . . . 12 days

After completion of 5 years and up to 12 years . . . 15 days

After completion of 12 years and up to 20 years . . . 20 days

After completion of 20 years 25 days

Except for permanent employees, employees can not take vacation until after ninety (90) days of employment.

Where in any calendar year the vacation or any part thereof is not granted by pressure of work, such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year. Unused vacation time in excess of four (4) days must be approved for carry over by the Department Head and the Personnel Department.

ARTICLE XVI

SICK LEAVE

Sick leave with pay may be utilized by all full-time employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

1. During the remainder of the calendar year in which an employee is first appointed, he/she will accumulate sick leave privileges as earned on the basis of 1 1/4 day per month of service.

2. In each full calendar year thereafter, he shall be entitled to fifteen (15) days sick leave. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established County policy. Such leave earned but not utilized shall be accumulative.

Permanent part-time employees will receive credit in proportion to the amount of time worked. Part-time employees or part-time provisional employees shall not be entitled to sick leave.

3. In all cases of illness, whether of short or long term the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual possible reporting time, or other time as required, or necessitated by the circumstances. Failure to so notify the Department Head may be cause of denial of the use of sick leave for that absence and constitute cause of disciplinary action.

4. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness

within five (5) days after he returns to work from such illness.

5. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

ARTICLE XVII

DISABILITY LEAVE: OCCUPATIONAL INJURY

When an employee is incapacitated and unable to work because of any occupational injury or disease, as evidenced by certificate of a County designated physician or other doctor acceptable to the County, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay, for a period of thirty (30) days or so much thereof as may be required, as evidenced by certificate of the County designated or accepted physician, but not longer than a period of which workmen's compensation payments are allowed.

If at the end of such thirty (30) day period the employee is unable to return to his respective employment, a certificate from the County designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave and vacation accumulated. In the absence of such election only workmen's compensation payments will be paid to the employee after the disability leave period and accumulated sick leave shall not be affected in any manner.

During the thirty (30) day disability leave period in which the full salary of wages of any employee is paid by the County of Cumberland, any compensation payments made to or received by or on

behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the County of Cumberland by the insurance carrier or the employee.

Whenever the County designated or accepted physician shall report in writing that the employee is fit to resume his or her duties, such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his disability is fit to perform "other" light duties, the County may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a County designated physician or other physician acceptable to the County.

Any employee on injury leave, resulting from injury while on duty, shall continue to accrue sick leave credits while his name remains on the payroll.

ARTICLE XVIII

LEAVE OF ABSENCE

A. General Leave

Leaves of absence except as otherwise expanded herein, are to be administrated according to the provisions of the New Jersey Administrative Code, Title 4, Department of Civil Service.

B. Personal Leave

1. All employees covered in the contract shall be granted an annual allowance of three (3) days personal leave with pay.

2. Personal leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the

calendar year or upon separation shall be cancelled. Unlike other leaves, when an employee separates, there shall be no reduction or repayment of funds for the day already used in the calendar year of separation.

The employee must notify his supervisor at least forty-eight (48) hours in advance except in extreme emergency, whereby the supervisor may waive this requirement. Such personal day will be granted if there is no undue burden upon work requirements. The County will make every reasonable effort to grant employees days off requested.

3. Priority in granting such request for personal leave:

- (a) Emergencies
- (b) Observation of religious or other days
of celebration
- (c) Employee personal business

4. Personal leave may be taken in conjunction with other types of paid leave.

C. Funeral Leave

All full-time employees shall be granted a leave of absence not exceeding three (3) days from the date of death to the day of the funeral because of death of a member of thier immediate family. Immediate family is defined as father, mother, son, daughter, husband, wife, grandmother, grandfather, brother, sister, mother-in-law, and father-in-law and members of the family living in the same household with the employee. Proof of death may be required.

D. Leave for attendance at New Jersey Civil Service Association
Convention

Council Delegates will be afforded leave with pay to attend the Annual Convention specified herein, namely:

"New Jersey Civil Service Association Convention".

Leave will be granted to not more than one (1) delegate at large at any one time who are authorized by the New Jersey Civil Service Council #18.

Written notice, from the council of the authorization of each such delegate to utilize such leave time shall be given to the Employer at least 14 days in advance of the date of such convention.

E. Military Service

1. An employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States who is required to undergo field training shall be granted a leave of absence with pay for their period of such tour of duty. This leave shall be in addition to the annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such leave of absence shall not exceed two (2) weeks.

2. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein with the Armed Forces of this State at the time of war or emergency pursuant to or in connection with the operation of any system of Selected Service. Employees having only temporary status who went on active duty with the Armed Forces of the United States shall be regarded as having resigned.

3. Any employee shall be given time off without loss of pay when:

(a) Performing jury duty

(b) Commanded to appear as a witness and not a

party before a Court, Legislative Committee, or Judicial or Quasi Judicial Body, other than in connection with the performance of his duty as employee.

(c) Performing emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor or the President, for a period not to exceed two (2) weeks.

4. Employees returning from authorized leaves of absence as set forth herein will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other rights, privileges or benefits of employees.

ARTICLE XIX

HEALTH INSURANCE

On or before October 1, 1983, the Employer shall establish its new health plan. Under this plan the Employer shall supply eligible employees and their dependents, at no cost to the employee, with the following benefits:

1. Basic medical coverage with benefits equal to those presently supplies by N.J. Blue Cross-Blue Shield under its PACE policy;
2. Major Medical coverage with benefits equal to those presently supplies through the Employer's major medical contract with Prudential Insurance Company excepting that the deductibles to be provided shall be lowered to \$100.00 per person and \$175.00 aggregate per family.
3. Optical benefits equal to the present basic Blue Cross-Blue Shield optical plan;
4. Dental benefits equal to the present Blue Cross-Blue Shield Basic Dental Plan Plus (Schedule D, \$25 deductible);
5. Prescription drug benefits equal to the present Blue Cross-Blue Shield \$1.00 co-pay prescription drug program.

Eligible employees to be covered under the new health plan shall be:

1. All full-time permanent and provisional employees;
2. All permanent and provisional part-time employees who work 20 hours or more per week;
3. All permanent and provisional part-time employees who were actively employed by the County on April 22, 1983 who worked 15 hours or more as of that date and who continue to work 15 hours or more;

A. When an authorized Leave of Absence Without Pay due to illness or other emergency leave is granted, health insurance benefits will be provided by the County for the first thirty (30) days of said leave.

B. Where an employee is injured on the job, health insurance benefits will continue to be provided by the County at its discretion for a period of not to exceed one year from the date of injury providing said injury is recognized as eligible for Workmen's Compensation.

The aforementioned health benefit coverage will become effective ninety (90) days after date of employment.

ARTICLE XX

LIFE INSURANCE

Employer will continue to provide full-time employees with the same life insurance coverage as before. Such coverage shall become effective ninety (90) days after date of employment.

When an authorized Leave of Absence without pay due to illness or other emergency leave is granted, life insurance shall be continued for the first thirty (30) days of said leave.

When an employee is injured on the job, life insurance benefits may be continued by the County at its discretion for a period not to exceed one year from the date of injury provided said injury is recognized as eligible for workmen's compensation.

ARTICLE XXI

CREDITS FOR EMPLOYEES

A. The Employer agrees to relieve the employees' expense of a Physical Examination when it is required by the employer.

B. Mileage Allowance for authorized use of personal automobile will be at the rate of twenty (20) cents a mile. If mileage allowances are increased for other County employees, such increases will be effective for those under this Agreement.

C. Longevity. Longevity pay will be paid in accordance with the longevity program adopted by Freeholder Resolution #111 in the year 1970 and any amendments and supplements thereto.

5 to 9 years of service	\$100 each year
10 to 14 years of service\$200 each year
15 to 19 years of service\$300 each year
20 to 24 years of service\$400 each year
25 years of service and thereafter.\$500 each year

Years of service would mean the Employee's total length of time worked beginning with his original date of hire.

Notwithstanding the foregoing, if any longevity increases are granted to any other Employees during the term of this Agreement, the same increases shall be made available to the Employees covered by the within Agreement.

ARTICLE XXII

RETIREMENT

A permanent employee who enters retirement and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive fifty percent (50%) of his/her accumulated sick time as severance pay, said payment to to exceed \$6,000.00. This payment shall be paid in a lump sum after the effective date of retirement, or at a mutually agreed time within reason between the retired employee and employer.

ARTICLE XXIII

SENIORITY

A. Seniority, once an employee becomes a permanent employee, is defined as an employee's total length of continuous service with the Employer, beginning with his original date of hire, provided that such service was not interrupted except by authorized leave of absence and except as modified by Civil Service. Employees promoted to positions outside this Agreement shall maintain their seniority in prior position for a period of one (1) year.

B. If a question arises concerning two or more employees who were hired on the same date, the following shall apply:

1. If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records.

2. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in

accordance with Civil Service Rules and Regulations or in alphabetic order whichever is applicable.

C. Assignment Judge reserves the right to utilize the unclassified service notwithstanding Article XXIII with respect to hiring and transferring of employees in accordance with Civil Service rules and regulations.

D. Employees who are promoted from positions within the bargaining unit to positions outside the bargaining unit shall retain their seniority rights for a period of one (1) year.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

3. Any grievance may be raised by any employee or by the Union.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting his grievance in writing within two (2) working days after the occurrence upon a form provided by the Union and in triplicate, to the Shop Steward, who in turn shall forward with file one (1) copy with the Court Administrator for the vicinag

which includes Cumberland County and one (1) copy with the immediate Supervisor of the aggrieved employee. Having completed this, an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file his grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The Supervisor shall render a written decision within five (5) working days after receipt of the grievance.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the supervisor, the employee may appeal his grievance to the Court Administrator (or his representative) within two (2) working days following receipt by the employee of the written determination of the supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Court Administrator.

(b) The Court Administrator, or his representative, shall render a written decision within ten (10) working days from his receipt of the grievance.

Step Three:

(a) In the event that the grievance has not been resolved at Step Two, the employee may within five (5) working days following the receipt by him of the determination of the Court Administrator, appeal the matter to the Assignment Judge.

(b) The Assignment Judge shall review the matter and issue a written decision within ten (10) working days from the sub-

mission of the grievance to him. The decision of the Assignment Judge shall be final and conclusive.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, the grievance procedure herein established by this agreement between the Employer and the Union shall be utilized for any dispute covered by the terms of this agreement or affecting the employees covered hereunder.

C. Union Representation in Grievance Procedure.

1. The Shop Steward may be present and participate in the grievance procedure at Step 1.

2. The Business Agent of the local Union may participate in the grievance procedure at Step 2 and at all steps subsequent thereto.

3. The International Representative of the Union and any other Union personnel deemed appropriate by the Business Agent may participate in the grievance procedure at Step 3.

4. At any meeting between a representative of the Employee and an employee in which discipline (including warnings which are to be included in the personnel file, suspension, demotion, discharge or withholding of wages because of tardiness or unauthorized absence is to be announced, a Union representative may be present if the employee so requests.

ARTICLE XXV

DUES CHECK OFF

The Funding Agent agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made by executing an authorization assignment form acceptable to the Funding Agent. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted after each pay period in which deductions were made to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made. It is understood that such authorization shall remain in effect for the term of this Agreement providing it does not contravene any law.

Any written designation to terminate the deduction of Union dues by an employee of said unit must be received in writing by the Funding Agent and filing of notices of withdrawal shall be effective to halt deductions as of January 1st, or July 1st, next succeeding the date on which the notice of withdrawal is filed. (See Exhibit "C"). Dues deductions for any employee shall be limited to Association members only.

ARTICLE XXVI

TERMINATION

This Agreement shall be effective as of January 1, 1983 and shall remain in full force and effect until the 31st of December, 1985 and shall be automatically renewed from year to year thereafter, unless either party gives at least sixty (60) days written

notice to terminate or modify this Agreement. This Agreement shall remain in full force and effect during this period of negotiations and until the new Agreement is formally agreed to.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

ATTEST:

Clerk of the Assignment Judge

EMPLOYER:

THE JUDGES OF THE COURTS OF
CUMBERLAND COUNTY BY
ASSIGNMENT JUDGE

Samuel G. DeSimone, A.J.S.C.

UNION:

CUMBERLAND COUNTY JUDICIARY
EMPLOYEE UNIT AFFILIATED WITH
THE NEW JERSEY CIVIL SERVICE
ASSOCIATION, CUMBERLAND
COUNCIL #18

ATTEST:

Secretary

By: _____

FUNDING AGENT:

THE COUNTY OF CUMBERLAND
BOARD OF CHOSEN FREEHOLDERS,
CUMBERLAND COUNTY, NEW JERSEY

ATTEST:

Clerk of the Board

By: _____
Director

APPENDIX A

	<u>ANNUAL RATE</u>
Administrative Analyst	\$13,352.00
Assistant Chief Court Clerk	13,500.00
Clerk Bookkeeper	7,500.00
Clerk of Jury Commission	8,000.00
Clerk Typist	7,200.00
Counseling Assistant, Domestic Relations and Juvenile	14,500.00
Counseling Assistant Pre-trial	11,949.00
Court Clerk	9,392.00
Court Clerk Typing	9,392.00
Court Security Officer	8,880.00
Docket Clerk	7,950.00
Docket Clerk Typing	7,950.00
Investigator - Probation	9,028.00
Principal Clerk Bookkeeper	10,500.00
Principal Clerk Typing	8,000.00
Secretary to Child Placement Coordinator	11,700.00
Senior Clerk Typist	7,500.00
Senior Court Clerk	8,880.00
Senior Court Clerk Typing	8,880.00
Senior Docket Clerk	8,880.00
Senior Investigator, Probation	9,946.00
✓ Sheriff's Officer - Courts	8,880.00
Supervisor Court Attendants	11,500.00

APPENDIX B

1. All employees employed as of January 1, 1983 and employed on December 23, 1983 shall receive an equivalent of an \$700.00 per year increase in their base salary retroactive to January 1, paid as follows:

\$700.00 divided by 26 pay periods times 24½ pay periods.

2. All employees hired during 1983 and employed as of December 23, shall receive an equivalent of an \$700.00 annual increase in their base salary retroactive to the beginning of the first pay period as follows:

\$700.00 divided by 26 pay periods times the number of pay periods from the beginning of the first pay period after employment until December 23, 1983.

3. Effective July 1, 1983, Employees with three (3) full months or more service shall receive an increase in base salary of \$200.00 per year.

4. Effective January 1, 1984, Employees with three (3) full months or more service shall receive an increase in base salary of \$400.00 per year.

5. Effective July 1, 1984, Employees with three (3) full months or more service shall receive an increase in base salary of \$500.00 per year.

6. Effective January 1, 1985, Employees with three (3) full months or more service shall receive an increase in base salary of \$400.00 per year.

7. Effective July 1, 1985, Employees with three (3) full months or more service shall receive an increase in base salary of \$500.00 per year.

8. Part-time Employees shall receive pro-rata salary increases as outlined in paragraphs 1, 4, and 6 above.

PROMOTIONAL INCREMENT

Starting January 1, 1984, each employee receiving a promotion, will be granted a minimum of \$300.00 promotional increment upon certification by Civil Service of a permanent appointment in that job classification.